

## ADMINISTRATION TEAM MINUTES

**Date:** April 15, 2005  
**Time:** 9:00 am  
**Place:** Tacoma AGC Building

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<b><u>Attending</u></b>	Mark Borton	_____	Tim Hayner	✓ _____	Ken Olson	✓ _____
	Jerry Brais	✓ _____	Ann Hegstrom	_____	Mark Rohde	_____
	Forrest Dill	_____	David Jones	✓ _____	Mark Scoccolo	✓ _____
	Bob Glenn	✓ _____	Craig McDaniel	_____	David Mariman	✓ _____
	Dave Standahl	_____	Paul Gonseth	✓ _____	Tina Nelson	_____
	Greg Waugh	✓ _____	Mike Hall	_____	Cathy Nicholas	✓ _____
	Tom Zamzow	_____				

**Opening** David Mariman (WSDOT State Specifications Engineer) attended as new team member and note taker.

**Roundtable** The roundtable was skipped due to the short meeting time. The AGC/WSDOT Lead Team needed the room after lunch.

**Old Business** Section 1-08.5 Time for Completion

The team jumped right into reviewing the latest work on Section 1-08.5, Time for Completion. Paul Gonseth handed out the current work and described the changes he has incorporated based on the last meeting. Protesting working days statements now references section 1-04.5, Procedure and Protest. A reference to substantial completion is brought into this section so that the provision now acknowledges all three completion milestones. It was decided that completion references should point to where terms are defined in Section 1-01.3 and not repeat the text. It was reiterated that duplicating provisions in multiple locations is a good way to make mistakes.

“Other conditions beyond the control of the Contractor” was removed from the definition of an unworkable day. It is recognized that Section 1-08.8, Extensions of Time provides a mechanism for addressing such other conditions. It is also recognized that a change order is the proper way of adding time and provides an opportunity to evaluate costs related to the increase in time. Not charging time was an easy way to defer an issue, but does not provide an opportunity to address extended overhead and other costs related to remaining on the project for longer, and is not equivalent to adding time. A reference to

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section 1-08.8 will be added so that users know where to go with excusable delays that are non-weather related. It was noted that a minor change order would be an effective tools for small extensions of time.

“Partial days” are commonly charged in half-day increments. However, this is not defined in the specification. This may be better left undefined. Also, the provision makes no reference to the relationship between unworkable days and critical activities on the contractors CPM schedule. Some connection between critical activities and unworkable weather should be made. The group concluded this discussion around 10:30 am.

The next discussion was lead by Tim Hayner. Tim handed out draft language for alternate work shifts, and prefaced the discussion with an observation that these clauses sounded like a good idea up front but they may not be as workable as first thought.

The draft provisions define a working day as a 24-hour period. Alternate shifts within this period would not be counted as individual days. Partial shifts crossing midnight into nonworking days would not be counted. The 4/10 shift generated a discussion of reducing contract time by one-fifth if the provision is used. Multiple shifts get complicated, and furthered the discussion surrounding critical activities relating to unworkable days. Any of these provisions can be crafted into GSP’s with clearly defined criteria for how/when to include them into contracts.

It was determined that all of these provisions can be cleaned up and boiled down into a paragraph or two that captures the intent and defines all work shifts. The next meeting will focus on finalizing the Standard Spec 1-08.5 and reviewing the re-write of the alternate shift provisions. The meeting adjourned at 11:30 am.

The next meeting is scheduled for May 20<sup>th</sup>. The following is proposed for June 17<sup>th</sup>. The team will continue with their efforts toward completing Section 1-08.5.

Subject Area	Sponsor
Section 1-08.3	Craig McDaniel
1-08.3 alternate simple job	Paul Gonseth
1-08.3 alternate complex job	Forrest Dill
Section 1-08.4	Mike Hall
Section 1-08.5	Paul Gonseth/Greg Waugh
Section 1-08.5 (sub) Critical Materials Spec	Mark Borton
Section 1-08.5 (sub) Variable Start Date	Dave Standahl
Section 1-08.5 (sub) Accelerated Start,	Dave Jones

Section 1-08.5 (sub) Alternate Shifts (could be a family of specs)	Tim Hayner
Section 1-08.5 (sub) Work not Allowed (events, traffic, permit provisions)	Paul Gonseth
Section 1-08.6	Dave Jones
Section 1-08.7	Ann Hegstrom
Section 1-08.8	Mark Scoccolo
Review, Summarize Region Specials	Craig McDaniel

**Team's "Round Tuit" List (cont)**

1. Tort Claims Liability/Accident Reports
2. Bid Item for On-site Overhead
3. Disputes Review Boards
4. Joint Training—Documentation
5. Payroll, Wage Administration procedures
6. Materials on Hand provisions
7. Web-Based Construction Management

# Standard Specifications 2004

## 1-08.5 Time for Completion

The Contractor shall complete all physical contract work within the number of “working days” stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day.

A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day.

The days between December 25 and January 1 will be classified as nonworking days, ~~provided that, the Contractor actually suspends work on the project.~~

Now in conflict with 1-08.6

An unworkable day is defined as a ~~partial-half~~ or whole day the Engineer declares to be unworkable because of weather, or conditions caused by the weather, or such other conditions beyond the control of the Contractor that prevents satisfactory and timely performance of the work, ~~and such performance, if not hindered, would have otherwise progressed toward physical completion of the work on the projects critical path, as defined in Section 1-08.3. Other conditions beyond the control of the Contract may qualify for an extension of time, in accordance with Section 1-08.8.~~

Delete “other conditions.” This will require a time extension or suspension for other things that are now granted unworkable, such as traffic (congestion or accidents), events, performing (agreed or negotiated) non-critical work, etc.

Contract time shall begin on the first working day following; the 45<sup>th</sup> calendar day after the date of award or the 21<sup>st</sup> calendar day after the date of execution, of the contract by the Contracting Agency whichever is later. Except if the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when work onsite begins. ~~Contract time shall begin on the first working day following the 10th calendar day after the date the Contracting Agency executes the contract.~~ The contract provisions may specify another starting date for contract time, in which case, time will begin on the starting date specified.

Revised from 4/15 discussions.

Revised from 4/15 discussions

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any ~~partial-half~~ or whole day the Engineer declares as unworkable. If the Contractor disagrees with any statement it shall be protested in accordance with Section 1-04.5. ~~Within 10 calendar days after the date of each statement, the~~

As agreed to on 4/15.

~~Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.~~

The Engineer will give the Contractor written notice for the following completion dates as defined in Section 1-01.3, as applicable:

Substantial Completion Date.

~~The Engineer will give the Contractor written notice of the physical completion date for all work the contract requires.~~Physical Completion Date. That date shall constitute the physical completion date of the contract, but shall not imply the Secretary's acceptance of the work or the contract.

Revised from 4/15 discussions

~~The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor.~~Completion Date. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (Federal-aid Projects)
  - b. Material Acceptance Certification Documents
  - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. FHWA 47 (Federal-aid Projects)
  - e. Final Contract Voucher Certification

## 1-08.5 Time for Completion

(Paragraph 1 current)

The Contractor shall complete all physical contract work within the number of “working days” stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. **A whole “working day” is defined as one consecutive 24-hour period, containing one or more work shifts.** Every day will be counted as a “working day” unless it is a nonworking day ... (definition of nonworking days).

(Paragraph 2 current)

(Paragraph 3 current)

(Inserted between P3 & P4)

**The Contract Provisions or the nature of the work may dictate the need for alternate work shifts. An alternate work shift is defined as being different from the common five consecutive day work week. If the contractor wishes to implement an alternate work shift, he shall propose the work week schedule to the Engineer for review and approval, noting the beginning day and time of the shift week, the length of each shift, number of shifts and ensuring forty hours of work are performed during the working days of each 7 day week. If the proposed alternate shift is not approved by the engineer, working days will be counted as described above, regardless of the times worked by the contractor.**

**Alternate work shifts that may be considered include but are not limited to:**

**Night only work shift**

**The Contract Provisions or the nature of the work may require a night work only shift. When such a shift is required or is proposed by the contractor and approved by the engineer, that portion of a shift before midnight Sunday and after midnight Friday, will be counted as a partial nonworking day.**

**7 day work shift**

**The Contract Provisions or nature of the work may require continuous work on every day of the week. When this is required by the Contract Provisions or proposed by the contractor and approved by the Engineer, that portion of a shift after midnight Friday, and before midnight Sunday will be counted as a partial nonworking day.**

**Four ten hour shift**

**The Contract Provisions or nature of the work may require work to be performed on four consecutive days during a week, and commonly, no work to be performed on the fifth day. In the case of a four ten hour work shift, the fifth day will be considered a nonworking day, even if the contractor elects to work. When this is required by the Contract Provisions or proposed by the contractor and approved by the Engineer, that**

portion of a shift after midnight Thursday, and before midnight Sunday will be counted as a partial nonworking day.

#### Multiple shifts

The Contract Provisions or the nature of the work may require more than one shift during each day. As provided in Section 1-08.3, the shift during which work that advances the project critical path is performed will be used to determine unworkable days. If, for example, work on the critical path shift is not possible due to reasons beyond the contractor's control, but work on a subsequent shift can proceed, that day will be counted as unworkable, despite the fact that the contractor may have performed work on one or more subsequent shifts. No more than one working day will be charged in a 24 hour period and no more than five working days will be charged during a 7 day week period, regardless of the number or length of work shifts actually implemented by the contractor.

(Paragraph 4 current)

1     **Variable Start: Contractor Controls Start**  
2  
3     **Prosecution Of Work**  
4     The first sentence of Section 1-08.4 is revised to read:  
5  
6  
7         The Contractor shall begin work no earlier than \*\*\*\$1\$\$\*\*\* and no later than  
8         \*\*\*\$1\$\$\*\*\* and shall notify the Engineer in writing a minimum of 10 calendar  
9         days in advance of the date on which the Contractor intends to begin work.  
10  
11    **Time For Completion**  
12    Section 1-08.5 is supplemented with the following  
13  
14         This project shall be physically completed within \*\*\*\$1\$\$\*\*\* working days.  
15         Contract time shall begin on the first working day the Contractor starts onsite  
16         work. In no case shall the beginning of contract time be later than \*\*\*\$1\$\$\*\*\*.  
17  
18  
19    **Variable Start: State Controls Start**  
20  
21    **Prosecution Of Work**  
22    The first sentence of Section 1-08.4 is revised to read:  
23  
24         The Contractor shall begin work no earlier than the begin work date stated in the  
25         “notice to proceed.” The Engineer will issue the “notice to proceed” a minimum  
26         of 10 calendar days prior to the date identified as the first working day.  
27  
28    **Time For Completion**  
29    Section 1-08.5 is supplemented with the following  
30  
31         This project shall be physically completed within \*\*\*\$1\$\$\*\*\* working days.  
32         Contract time shall begin on the date stated in the “notice to proceed.” In no  
33         case shall the beginning of contract time be later than \*\*\*\$1\$\$\*\*\*.  
34  
35    **Fixed Start: State Controls Start**  
36  
37    **Prosecution Of Work**  
38    The first sentence of Section 1-08.4 is revised to read:  
39  
40         The Contractor shall begin work no earlier than \*\*\*\$1\$\$\*\*\*.  
41  
42    **Time For Completion**  
43    Section 1-08.5 is supplemented with the following  
44  
45         This project shall be physically completed within \*\*\*\$1\$\$\*\*\* working days. The  
46         first working day shall be \*\*\*\$1\$\$\*\*\*.  
47